FOURTH AMENDMENT TO LEASE-SOUTH BAY COMMUNITY CENTER

WHEREAS, the County of San Luis Obispo, hereinafter referred to as "County" and the South Bay Community Center, a California 401(c)-3 nonprofit corporation, hereinafter referred to as "Tenant" have entered into a Lease agreement dated July 24, 1984 for certain premises located at 2180 Palisades Avenue in Los Osos, hereinafter referred to as "Premises"; and

WHEREAS, Tenant requests County's approval to increase the area of the Premises by approximately 600 square feet to accommodate an expansion of the current building footprint; and

WHEREAS, Tenant requests County's approval to sublease a portion of the expanded area upon completion to People Helping People, a California 401(c)-3 nonprofit corporation; and

WHEREAS, the County Parks Commission approved the expansion request on January 24, 2013; and

WHEREAS, the County Department of Planning and Building has determined that the minor addition is adequately addressed in the 1984 determination of general plan conformity and the CEQA determination of a Class 1 categorical exemption for the original community building project; and

WHEREAS, said Lease has been amended in September 1984, April 1986, and June 1990; and WHEREAS, in paragraph 1 of Amendment No. 3 dated June 12, 1990, Tenant agreed to pay charges related to the Los Osos/Baywood Park Sewer Assessment prior to that sewer project being terminated; and

WHEREAS, the Premises are located on APN 074-229-027, which parcel is shared with County Parks facilities and was assessed in the amount of \$72,073.35 in fiscal year 2008-09; and

WHEREAS, the first installment of the sewer assessment payable over a 39-year term appeared as a special assessment on the property tax bill in fiscal year 2012-13; and

WHEREAS, an additional sewer usage charge will be included in future property tax bills once the sewer is operational; and

WHEREAS, the Lease termination date is currently December 31, 2021; and WHEREAS, Tenant and County wish to determine for each party an appropriate share of the property tax bills related to the sewer,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree that the aforesaid Lease is hereby amended as follows:

- 1. Exhibit "A" is replaced with Exhibit "A-1" attached hereto, and the Premises are increased from approximately 6,000 square feet to approximately 6,600 square feet to accommodate the 600 square foot proposed expansion of the building. Tenant agrees to relocate the County's irrigation system to accommodate the expansion at Tenant's sole costs in accordance with plans to be approved by the County.
- 2. Paragraph 3, subparagraph (c) and the last paragraph of Paragraph 3 (TERM), as amended by the Second Amendment to Lease and Amendment No. 3, are deleted and replaced with the following:
 - "The term of this lease shall expire December 31, 2031."
- 3. Paragraph 6. <u>UTILITIES</u>, as amended by Amendment No. 3, is deleted and replaced with the following:
 - "6. <u>UTILITIES</u>: Tenant will pay during the full term of this Lease, as may be amended, all charges for any utility services used on the leased Premises. APN 074-229-027 is one parcel that is shared by Tenant's Premises and County's Los Osos Community Park. Accordingly, Tenant and County shall pay their proportionate share of the \$72,073.35 sewer assessment

for APN 074-229-027, which repayment begins with property taxes for fiscal year 2012-13. Tenant will also pay its proportionate share of the sewer usage fees for APN 074-229-027 when it is added to the property tax bill. Two water meters serve APN 074-229-027. Tenant's water meter is separate from the County's meter which serves the Los Osos Community Park restrooms and drinking fountains. The Los Osos Community Park landscaping uses well water that is not metered, therefore landscape water is not a factor in water meter usage. The annual sewer assessment cost and the sewer usage fee will be split between Tenant and County based on each party's proportionate share of water usage based on the water company's winter meter reading for each meter. County will inform Tenant of its share of the assessment and usage fee upon receipt of the property tax bill in October each year. SBCC will have the option to make a lump sum payment on July 1 of the following year or may make twelve equal monthly payments to the County starting on July 1 of the following year, on the first of each month. For example, the 2012-13 sewer assessment is \$2,047.48, and Tenant's share based on the December 2012 water meter readings is 52.7%, which equates to a lump sum payment to the County of \$1,079.02 due on July 1, 2013 or a monthly payment of \$89.92 from July 1, 2013 through June 1, 2014. Tenant will pay the cost of connecting Tenant's improvements to the sewer system and County will pay the cost of connecting County's improvements to the sewer system.

- 4. Paragraph 7. INSURANCE is deleted and replaced with the following:
 - "7. INSURANCE: Tenant shall obtain and maintain insurance for the entire term of the Lease and Tenant shall have no access to the property under this Lease until after it has obtained insurance complying with the provisions of this paragraph, delivered a certified copy of each insurance policy to the County, and obtained County approval of all such policies. Said policies shall be issued by companies authorized to do business in the State of California, or otherwise approved by the County Risk Manager. Tenant shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:
 - A. Comprehensive Liability Insurance: Tenant shall maintain in full force and effect for the period covered by this Lease, comprehensive liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Tenant's operations in the performance of this Lease, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of Two Million Dollars (\$2,000,000). The following endorsements must be attached to the policy:
 - (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
 - (2) The policy must cover personal injury as well as bodily injury.
 - (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
 - B. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 of the California Labor Code, et seq., if Tenant has any employees, Tenant is required to be insured against liability for workers' compensation or to undertake self insurance for the entire term of this Lease.
 - C. Additional Insureds to be Covered: The professional liability and comprehensive liability policies shall name the "County of San Luis Obispo, its officers and employees" as

additional insureds. The policy shall provide that the Tenant's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

- D. Certification of Coverage: At Lease Commencement, Tenant shall furnish County with the following for each insurance policy required to be maintained by this Lease:
 - (1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
 - (2) A copy of the Tenant's Workers' Compensation policy need not be provided, but a copy of proof of coverage does need to be provided.
 - (3) Upon further written request, the Tenant shall provide a copy of the entire insurance policy and not just the "face sheet" or proof of coverage.
 - (4) Approval of Insurance by County shall not relieve or decrease the extent to which the Tenant may be held responsible for payment of damages resulting from Tenant's services or operations pursuant to this Lease. Further, County's act of acceptance of an insurance policy does not waive or relieve Tenant's obligations to provide the insurance coverage required by the specific written provisions of this Lease.
- E. Effect of Failure or Refusal: If Tenant fails or refuses to procure or maintain the insurance required by this Lease, or fails or refuses to furnish County with the certifications required by subparagraph (D) above, County shall have the right, at its option, to forthwith terminate the Lease for cause.
- Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises, as set forth above.
- 5. Paragraph 9. <u>INDEMNIFICATION</u>: Tenant shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Lease, the tenancy created under this Lease, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Lessee, or its agents, employees or other independent contractors directly responsible to Lessee, including, but not limited to, the following:

- A. Violation of statute, ordinance, or regulation.
- B. Professional malpractice.
- C. Willful, intentional or other wrongful acts, or failures to act.
- D. Negligence or recklessness.
- E. Furnishing of defective or dangerous products.
- F. Premises liability.
- G. Strict liability.
- H. Inverse Condemnation.
- Violation of civil rights.

J. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting sales or payroll taxes, when the Permittee is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

- 6. Paragraph 10. <u>MAINTENANCE OF PREMISES</u> of the Lease is amended to add the following third paragraph:
 - "Tenant shall adhere to the requirements of the permit issued to the County of San Łuis Obispo by the Regional Water Quality Control Board (RWQCB) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the permit, and Tenant shall adhere to Best Management Practices (BMPs) attached as Exhibit "C"and/or to future BMPs required by the RWQCB. Tenant shall allow County to inspect the Premises to verify compliance with BMPs and will cooperate with County to fulfill the reporting requirements of the RWQCB."
- 7. Paragraph 12. <u>LAWS</u> of the Lease is amended to add the following third paragraph: "Lessee shall comply with any County smoking ordinance, including that which may apply to County-owned land, and may request written approval of a designated smoking area by the County Public Health Director if permitted by law."

IN WITNESS WHEREOF, the parties hereto have ex	Recuted this Lease this $\frac{9^{+1}}{2}$ day of $\frac{MAY}{2}$, 2013.
COUNTY OF SAN LUIS OBISPO	Tenant: South Bay Community Center, a California 401(c)-3 nonprofit corporation
Ву:	
Chairperson of the Board of Supervisors	Cara Maries
	Carol Moore, Interim President
APPROVED BY THE BOARD OF SUPERVISORS	Date: 5-9-13
THIS, 2013.	
	By: R. Dalstraian
ATTEST:	Rodolfo "Dick" Pacaoan, Chief Financial Officer
	Date: 5/9/13
Clerk of the Board of Supervisors	
APPROVED AS TO FORM AND LEGAL EFFECT:	
RITA L. NEAL	
County Counsel	
By: Shand Mans Williams Deputy County Counsel	
al-1-	
Date: 5/13/13	





EXHIBIT "C" San Luis Obispo County General Services Agency Stormwater Facility Site Inspection Report

	General Information	formation	
Facility Name: South Bay Community Center (Los Osos)		Facility Location or Description: 2180 Palisades Ave., Los Osos	ription:)sos
County Facility Code & APN: PEN-10		Date of Inspection: January 27, 2012	
Inspector's Name(s), Title(s) & Phone: Steve Neer – Associate Capital Project Coordinator, 805.781.5168		Type of Inspection:	■ Regular Maintenance ☐ Pre-storm event ☐ Post-storm event
Total Site Area: 76,600 square feet (approx.) 6,500 squ	Total Building Area: 6,500 square feet (approx.)		Total Parking Area: 30,500 square feet, 85-90 parking stalls (approx.)
Proximity to Receiving Water: Does the facility discharge directly or adjacent to a 303(d) water body or environmentally sensitive area?	ctly or adjacent	to a 303(d) water body or	environmentally sensitive area? □Yes ■No
	Weather Information	formation	
Weather at time of this inspection? ■ Clear □Cloudy □ Rain □ Sleet □ Fog □ Snowing	ng 🗀 High Winds	spı	
□ Other:			Temperature: 66 degrees
Site St	ormwater Man	Site Stormwater Management Information	
Is there a chronic history of spills and leaks? □Yes ■No [If yes, describe:	DN/A	Is there evidence of leaks and drips ☐Yes ☐No ■N/A If yes, describe:	Is there evidence of leaks and drips from equipment and machinery? □Yes □No ■N/A If yes, describe:
Have any discharges occurred since the last inspection? □Y∉ If yes, describe:	Yes No ON/A	Is there a spill prevention a If yes, describe: County Mai County Facilities as required	Is there a spill prevention and response team? ■Yes □No □N/A If yes, describe: County Maintenance provides mobile response to County County Facilities as required
Are there any discharges at the time of inspection, including non-stormwater related outfall? □Yes ■No □N/A If yes, describe:	non- e:	Are appropriate spill conconvenient locations? □ (Community Building Staff	Are appropriate spill containment and cleanup materials kept on site and in convenient locations? ☐Yes ☐No ■N/A If yes, describe: (Community Building Staff would rely on General Services Agency to respond)

Are DX	Are cleanup procedures for spills followed regularly and correctly? □Yes □No ■N/A If yes, describe:	d correctly?	Are persol	Are personnel regularly trained in the used of spill control materials? ☐Yes ☐No ■N/A If yes, describe:
	Site Construction Project Activity	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
-	Are all slopes, graded and disturbed areas being worked on properly stabilized?	☐Yes ☐No ■N/A	□Yes □No	01 02 03 04 05
7	Are natural resource areas (streams, wetlands, mature trees, etc.) protected with barriers, filtration or other BMP's?	□Yes □No ■N/A	☐Yes ☐No	O1 O2 O3 O4 O5
က	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	☐Yes ☐No ■N/A	□Yes □No	01 02 03 04 05
4	Are storm drain inlets properly protected and are discharge points and receiving waters free of any sediment deposits?	□Yes □No ■N/A	□Yes □No	01 02 03 04 05
5	Is the construction exit preventing sediment from being tracked into the street?	☐Yes ☐No ■N/A	□Yes □No	01 02 03 04 05
ဖ	Are washout facilities (paint, stucco, concrete) available, clearly marked and maintained?	□Yes □No ■N/A	□Yes □No	01 02 03 04 05
7	Is trash/litter from work areas collected and placed in covered dumpsters?	☐Yes ☐No ■N/A	☐Yes ☐No	01 02 03 04 05
ω	Are materials that are potential stormwater contaminants stored inside or under cover?	☐Yes ☐No ■N/A	□Yes □No	01 02 03 04 05
o	Are non-stormwater discharges (wash water, dewatering) properly controlled?	□Yes □No ■N/A	□Yes □No	01 02 03 04 05

Is Stored Material Corrective Action Needed and Notes: Likely to Generate Pollutants?					
Is Stored Material Likely to Generate Pollutants?	□Yes □No				
Typical Quantity/Frequency: (ex. – gal/day, lbs/wk)					
Material Stored Onsite:					
	-	2	ო	4	5

	Material Stored Onsite:	Typical Quantity/Frequency: (ex. – gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Is Stored Material Corrective Action Needed and Notes: Likely to Generate Pollutants?
9			□Yes □No	
7			□Yes □No	
α			ONE SAY	



For Effectiveness of Best Management Practices (BMP's) listed, □1 = No BMP's used and stormwater pollution likely, □2 = Some BMP's used but not effective, □3 = Some BMP's used and moderately effective, □4 = Source control BMP's used and very effective/structural BMP's needed, or □5 All necessary

Effectiveness of BMP Measures, Corrective Action Needed <u>-</u>2 □2 □3 □4 □5 □2 □3 □4 □5 4 3 and Notes: 2 5 5 5 Maint. Required: □Yes □Yes □Yes °NO ŝ °N_O Applicable Activity: □Yes □Yes □Yes ∀N ■ ∀/V ■ V/V∎ °N 🗆 °N_ °N 🗆 clearly marked, signage posted that discharges to stormdrain prohibited, trash containers provided, map stored under cover, drip pans used for leaking vehicles/equipment, maintenance areas designed to commercial cleaning facility off-site, washing area Are areas free of spills/leaks/trash, shutoff valves spill control absorbent materials ready, drains labeled for oil/water separator, sewer, and stormdrain, fuel area cover or overhanging roof? Are areas free of spills/leaks/trash, vehicles cleaned at Are areas free of spills/leaks/trash, idle equipment prevent stormwater pollution, signs painted on stormdrain inlets to prohibit liquid or solid wastes, covered or roofed work area, spill control materials installed, staff training in fueling + cleanup procedures, (*note: for each typical BMP see SC-11 for Spill of storm drain to prevent discharge of wash water? Prevention, Control and Cleanup Procedures) Vehicle and Equipment Washing/Steam Cleaning: Vehicle and Equipment Maintenance and Repair: Vehicle and Equipment Fueling: (Ref. SC-20) BMP's used and very effective. Site Activity and BMP* available? (Ref. SC-22) (Ref. SC-21) Ö m K

	Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
۵	Outdoor Loading or Unloading of Materials:			01 02 03 04 05
	(Ref. SC-30)	□Yes	□Yes	
	 Are areas tree of spills/leaks/trash, materials stored inside when feasible, training of staff in transfer of 	ŝ	°N □	
	materials + spill management, spill control materials available, dry sweeping of area, storage containers have lids and are in good condition?	A/N		
ш	Outdoor Container Storage of Liquids: (Ref. SC-31)			01 02 03 04 05
	Are areas free of spills/leaks/trash, liquids stored incide when foosible training of east in transfer of	□Yes	□Yes	
	liquids + spill management, spill control materials	SNC		
	available, storage containers have lids and are in good condition, secondary containment berm or curb?		j	
ட	Outdoor Process Equipment Operations and		ì	01 02 03 04 05
	waintenance: (Ref. 3C-32) Are areas free of spills/leaks/trash, training staff in spill	⊓yes	□Yes	
	management, spill control materials available,	°N □	°N □	
	secondary containment berm of curb, cover of overhead roof, trash containers provided, labeling of stormdrain?	A/N		
ပ	Outdoor Storage of Raw Materials: (Ref. SC-33)			01 02 03 04 05
	Are areas free of spills/leaks/trash, materials stored incide when feacible outside stockilla areas covered.	□Yes	□Yes	
	riside Wileii reasible, outside stockpile areas covered, roofed over or enclosed, storage containers in good	°N	°N □	
	condition with lids, drums in secure storage area?			
		■N/A		
I	Waste Handling and Disposal: (Ref. SC-34) Are areas free of enils/leake/fresh trach collected and	>	20/	11 □2 ■3 □4 □5 Whate and needs aloming for track and dobain containing in good
	placed in covered dumpsters, storage containers in	C U	C D	Waste area reeds dearling for trash and depris, containers in good
	good condition, recycling containers utilized, areas dry	°N □	°NO	powerwash with vacuum pickup
	swept regularly, no hazardous waste materials stored, secondary containment methods staff trained in spill	i		-
	prevention?	DN/A		
_	Building and Grounds Maintenance: (Ref. SC-41)			01 02 03 ■4 05
	Are areas free of spills/leaks/trash, drop cloths used for maintanance and washing done with stormdrain	■Yes	■Yes	Facilities in need of regular vegetation raking, sweeping and landscape
	filtration, spill control training and materials available,	oN O	ON C	maintenance. Some bare soil/sand areas lacking vegetation.
	utilize non-toxic chemicals for maintenance, recyclable	ì	? j	
	cleaning materials, regular dry sweeping?	DN/A		
7	Parking/Storage Area Maintenance: (Ref. SC-43)			01 02 =3 04 05
	•	¥es	¥es	Parking lot requires regular or maintenance sweeping, cleaning for vegetation, sand, vehicle oil stains. Parking lot appearance at approx.
	TOOLOD UTAILS PIEVEIL GIAITAGE GIECUY OILO PAVED			

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Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Maint. Activity: Requir	Maint. Required:	Maint. Effectiveness of BMP Measures, Corrective Action Needed Required: and Notes:
ss semi-permeable hardscape, vided, dry sweeping and regular	ON0	°N _□	50% of original or new life expectancy, with several spots @ 30%. Parking lot drain inlets are marked ('Drains to Creek/Bay'). Clean out
parking lot sweeping?	ON/A		inlets of vegetation/debris.
Oth	her Comments	or Non-Con	Other Comments or Non-Compliance Issues:

Area for information and comments or incidents of non-compliance not described above:

on the project site. Some locations, eroding soil is overflowing landscaped wood edging or curbing. Sediment accumulating around lower end of parking lot, silt and vegetation to be cleaned, dry swept. Grassy vegetated retention basin has some bare sandy spots in the bottom of the basin to be seeded or vegetated. One area drain at lower edge of retention basin unmarked ('Drains to Bay'). Reference attached photos of facility. enclosure in need of degreasing, scrubbing and cleaning. Some vegetated and landscaped areas in need of groundcover or vegetation. Sandy soil drains very well South Bay Community Center retains stormwater onsite and to retention storage basin or directs to the street gutter and adjacent Palisades Ave. Sediment/sand and vegetation (leaves/pine needles) in need of sweeping from parking lots, drains and gutters. No pollutants generated or stored around facility. Waste receptacles

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